FAR (48 CFR) 53.243

H-34723D Modification: No. 8 Page 2 of 3

The purpose of Modification No.8 is to definitize (this period of performance plus all options) the contractor's proposal submitted in response to MSFC's Request for Proposal dated March 15, 2002. Therefore, the contract is modified in the following particulars:

- A. Under Clause 1, make the following modifications:
 - Under paragraph (A), increase the total firm fixed price for the Option 1 from \$3,356,262.56 by \$793,229 to \$4,149,491.56
 - Under paragraph (B)
 - o Increase the total firm fixed price for Option 2 from \$3,397,054.74 by \$870,358 to \$4,267,412.74.
 - o Increase the total firm fixed price for Option 3 from \$3,440,006.32 by \$873,958 to \$4,313,964.32.
 - o Increase the total firm fixed price for Option 4 from \$3,483,431.63 by \$882,668 to \$4,366,099.63.
- B. Under Clause 2, make the following modification:
 - Under paragraph (a), increase the total sum allotted from \$3,868,966.00 by \$525,436 to \$4,394,402.00.
 - Under paragraph (a), reduce the remaining balance from \$3,562,723.99 by \$525,436 to \$3,037,287.99.
 - Under paragraph (a), revise the scheduled allotment date from November 2, 2002 to December 19, 2002.
- C. Under Attachment 1, expand subparagraph 4.3 (General Services) to include security enhancements at MSFC. The period of performance for this effort shall commence on October 1, 2002.
- D. In consideration of the modification(s) agreed to herein as complete equitable adjustment for the Contractor's "proposal(s) for adjustment," the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances giving rise to the "proposal(s) for adjustment."

Contract Change Indentification

NASA/MSFC Letter Dated March 15, 2002 Contractor
Proposal Number

CIS Security Enhancement Dated May 16, 2002

CIS Security Enhancement (revised proposal)
Dated August 14, 2002

CIS Security Ehancement (rev Proposal update)

H-34723D Modification: No. 8 Page 3 of 3

E. The modifications made in A, B, and C above are reflected in total on the changes pages enclosed herein. In order to reflect the changes made, the pages listed below are hereby deleted from, or added to, Delivery Order: H-34723D. A vertical change bar is included in the right margin in the specific are of change.

Page(s) Deleted 5 & 6 Atttachment 1, Page 3 Page(s) Added 5 & 6 Attachment 1, Pages 3 & 3a

F. Except as provided herein, there are no other changes to Delivery Order H-34723D.

SUPPLIES OR SERVICES AND PRICES/COSTS

1. FIRM FIXED PRICE

A. The total firm-fixed price of this GSA order for the applicable period is as follows:

ORDERING PERIOD	PERIOD COVERED	FIRM FIXED PRICE
Base Period	08/06/02 - 08/31/02	\$3,282,198.43

B. If the Government exercises any of its options pursuant to the terms of this GSA order, the total firm-fixed price of this GSA order shall be increased by the applicable amounts shown below:

OPTION		PERIOD CO	VE	ERED I	FIRM FIXED PRICE		catus of Options
Option No. Option No.	2	09/01/03 09/01/04	-	08/31/04 08/31/05	\$4,149,491.56 \$4,267,412.74 \$4,313,964.32 \$4,366,099.63	Not Not	Exercised Exercised Exercised

2. LIMITATION OF FUNDS

(a) Of the total price of the services identified as FFP, the sum of $\frac{5}{4.394.402.00}$ is presently available for payment and allotted to this GSA order. It is anticipated that from time to time additional funds will be allocated to this GSA order in accordance with the following schedule, until the total price of said items is allotted:

SCHEDULE FOR ALLOTTMENT OF FUNDS

<u>Date</u>

December 19, 2002 \$3,037,287.99

*NOTE: THE IDIO PORTION OF THE CONTRACT SHALL BE PAID BY INDIVIDUAL DELIVERY ORDERS/H-ORDERS WITH FUND CITATIONS ON EACH ORDER.

(b) The Contractor agrees to perform or have performed work as specified in the PWS up to the point at which if this contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause would, in the exercise of reasonable judgment by the Contractor, approximate the total amount at the time allotted to the contract. The Contractor is not obligated to continue performance of the work beyond that point.

The Government is not obligated in any event to pay or reimburse the Contractor more than the amount from time to time allotted to the contract, anything to the contrary in the termination for Government clause notwithstanding.

- (c) 1. It is contemplated that funds presently allotted to this contract will cover the work to be performed until <u>December 19, 2002</u>.
- 2. If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next 60 days the work will reach a point at which, if the contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amount payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause will approximate 75 percent of the total amount then allotted to the contract.
- 3. (i) The notice shall state the estimated date when the point referred to in subparagraph (c)(2) above will be reached and the estimated amount of additional funds required to continue performance to the date specified in subparagraph (c)(1) above, or an agreed date substituted for it.
- (ii) The Contractor shall, 60 days in advance of the date specified in subparagraph (c)(1) above, or an agreed date substituted for it, advise the Contracting Officer of the estimated amount of additional funds required for the timely performance of the contract for a further period as may be specified in the contract or otherwise agreed to by the parties.
- 4. If, after the notification referred to in subdivision (3)(ii) above, additional funds are not allotted by the date specified in subparagraph (1) above, or an agreed date substituted for it, the Contracting Officer shall, upon the Contractor's written request, terminate this contract on that date or on the date set forth in the request, whichever is later, pursuant to the Termination for Convenience of the Government clause.
- (d) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance to be covered by these funds. The provisions of subparagraphs (a) and (c) above shall apply to the additional funds and the substituted date pertaining to them, and the contract shall be modified accordingly.

- 4.1 The contractor shall plan, staff, and manage the security function, including safeguarding MSFC personnel, equipment, hardware, facilities, and information. The contractor shall provide temporary and permanent badging; issue decals, key cards, and vehicle passes; operate the Protective Services Control Center (PSCC) and Security Headquarters; conduct investigations; provide Center-wide patrols; maintain records and provide administrative support. The contractor shall provide physical security, locksmith services, and system security engineering.
- 4.2 The contractor shall support required subject matter experts in the implementation of Federal Government security services. This support shall produce implementation and understandable protection solutions adaptable to a wide variety of research and scientific environments. The contractor shall remain abreast of current security issues, trends, laws, regulations, and technologies.
- 4.3 The contractor shall provide continuous assessment and evaluation to identify security weaknesses and vulnerabilities and take appropriate corrective action.
- 4.3.1 The contractor shall provide a fully trained and equipped Rapid Action Team (RAT) to provide rapid response and containment of critical incidents at the Center. The government will identify and provide the appropriate weapons to be used by the RAT team.
- 4.3.2 The contractor shall provide an enhanced level of protection to mission critical resources, designated Minimum Essential Infrastructure (MEI) assets, and high value NASA assets, e.g., NASA 3 aircraft located at Huntsville International Airport. The government will provide a current list of MEI assets annually.
- 4.3.3 The contractor shall develop a Center wide security education and awareness program to complement the existing Center program and provide a qualified security officer to implement the program and serve as the MSFC Community Resources Officer. The CRO shall be dedicated to providing a full range of awareness training to Center personnel, with special emphasis on loss prevention and crime prevention. The program should include a visual awareness program, safety speaking engagements, and community awareness of security and safety issues. The CRO shall keep Protective Services informed of customer requests for awareness training and provide a training schedule of planned training sessions.

- 4.3.4 The contractor shall provide an Assistant Trainer to support the increase in training requirements and to oversee the continuity of training for the specialized units, i.e., Rapid Action Team, Community Resources Officer, certified Communications Officer, etc
- 4.4.5 The contractor shall provide an added command level authority for each shift on a 24 hour, seven day per week basis, i.e., Field Sergeant, to ensure field supervision by a working patrol supervisor.
- 4.4 The contractor shall establish a headquarters to perform the administrative support for the guard service, Identification and Registration (I&R) Section, and other functions identified in this PWS. The headquarters shall maintain records and submit a weekly report, monthly progress/self-assessment report and special reports as required.
- 4.5 The contractor shall interface with NASA Headquarters, NASA Field Centers, DOD and other agencies as required, in coordination with the MSFC Protective Services Department (PSD) to resolve issues and develop cost effective methods in support of MSFC classified, sensitive, or mission critical operations.
- 4.6 The contractor shall provide additional support for unscheduled tasks necessary to ensure the effectiveness of security operations as directed by the Contracting Officer. (See Section 7.0, Specific Tasks.)
- 4.7 The contractor shall develop Standard Operating Procedures (SOP) for operation of the PSCC and Identification and Registration (I&R) Section defining routine and standard procedures for handling all situations and matters pertaining to the operation of the PSCC and I&R Section. The Standard Operating Procedures shall be in accordance with DRD 923MA-006. The contractor shall develop patrol and post orders defining routine and standard procedures for handling all situations and matters pertaining to a particular post, patrol, or event. The SOP and post orders shall be available, up to date at each post and updated annually or sooner if needed. If no changes are needed the Project Manager shall certify in writing to the COTR. These SOP's and post orders shall be subject to the approval of the Manager, PSD.

5.0 Standards of Conduct